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**EXHIBIT 1-C**  
**North Bay Services**



## Contract Work Authorization (CWA)

This is Change Order ("CO") No. 012 to Contract Work Authorization Matter Number 1707000 dated 3/21/2019, as modified by Change Order No. 009 on 11/30/2018 (collectively the "CWA") and is issued under and pursuant to the Blanket Agreement or Master Service Agreement No. 4400011341 dated 01/17/2017 (the "MSA"), between the below-named Contractor ("Contractor"), a Delaware Limited Liability Partnership, and Pacific Gas and Electric Company ("PG&E"), a California corporation with its headquarters located at 77 Beale Street, San Francisco, California 94105. Contractor shall perform all Work under this CWA pursuant to and in accordance with the terms and conditions of the MSA.

Contractor's Legal Name: PricewaterhouseCoopers LLP

This Change Order consists of 7 pages.

Contractor's Address: 300 Madison Avenue  
New York, NY 10017

Project Name: PMO and Data Response Support at the Direction of Law

Job Location: Contractor's offices, PG&E offices in San Francisco and other locations as needed.

**CHANGES:** The Parties hereby modify the Contract Work Authorization referenced above as follows:

1. The total value of the CWA is \$1,138,000

This amendment to the CWA modifies the Scope of Work included in Attachment 1 to include additional activities Contractor will perform as of October 1, 2019, which will include providing ongoing consulting services to support PG&E in its Corporate Incident Management process related to the 2017 North Bay Fires and other major events in its service territory, including Strategy, Operations, and Legal Support activities, as described in Attachment 1 hereto. Scope of services may be extended to include other major events as agreed to between Contractor and PwC via an executed Amendment to this CWA Change Order.

**ALL WORK PERFORMED UNDER THIS CWA IS PRIVILEGED AND CONFIDENTIAL, PERFORMED AT THE DIRECTION OF AND UNDER THE SUPERVISION OF THE PG&E LAW DEPARTMENT**

**ATTACHMENTS:** The following are attached to this CWA Change Order No. 012 and incorporated herein by reference:

Attachment 1: Change Order No. 012 Amended Scope of Work (Privileged and Confidential, performed at the direction of and supervision of PG&E Law Dept.)

Attachment 1-A: Resource Sheet

Period of Performance: Upon CWA execution, work is extended for 90 days, from October 1, 2019 – December 31, 2019

PRICING CHANGES	Previous Total CWA Value:	\$19,130,961
	Addition or Deduction:	\$1,138,000
	Revised Total CWA Value:	\$20,268,961

All other terms and conditions of the CWA, as it may have been amended by previous CWA Change Order(s) if any, shall remain the same.

**THE PARTIES, BY SIGNATURE OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY AGREE TO THE TERMS OF THIS CWA CHANGE ORDER NO. 012.**

PACIFIC GAS AND ELECTRIC COMPANY		CONTRACTOR: PRICEWATERHOUSECOOPERS LLP	
Signature		Signature	
Name	Charles Middlekauff	Name	Todd Jirovec
Title	Assistant General Counsel	Title	Principal
Date	9/25/2019	Date	09/27/2019



ADMINISTRATION			
PG&E Negotiator	Linda Winter	Contractor Representative	Todd Jirovec
Phone	415-973-9191	Phone	214-616-2977
Email	<a href="mailto:linda.winter@pge.com">linda.winter@pge.com</a>	Email	<a href="mailto:todd.jirovec@pwc.com">todd.jirovec@pwc.com</a>
Accounting Reference			

INTERNAL PG&E USE ONLY		
Distribution Date		
Distribution of Copies:	<input type="checkbox"/> Document Services (Signed Original Copy) Mail Code N5D 245 MARKET ST., SAN FRANCISCO	<input type="checkbox"/> Contractor (Signed Original Copy)
	<input type="checkbox"/> Work Supervisor	<input type="checkbox"/> Manager
	<input type="checkbox"/> Invoice Approver	<input type="checkbox"/> Supervisor
	<input type="checkbox"/> V.P.	<input type="checkbox"/> Sourcing/ Purchasing
	<input type="checkbox"/> Director	<input type="checkbox"/> Law



**Attachment 1**

**Change Order No. 012 AMENDED SCOPE OF WORK**

**ALL WORK PERFORMED UNDER THIS CWA IS PRIVILEGED AND CONFIDENTIAL, PERFORMED AT THE DIRECTION OF AND UNDER THE SUPERVISION OF THE PG&E LAW DEPARTMENT.**

Contractor will provide the following consulting services to assist PG&E with its Corporate Incident Management processes related to the 2017 North Bay Fires and other major events in its service territory, including Strategy, Operations, and Legal Support activities:

**1. Scope of Services:**

<b>Data Response Unit</b>	
OII/SED Report Prep and Response	<ul style="list-style-type: none"><li>- [REDACTED]</li><li>- [REDACTED]</li><li>- [REDACTED]</li><li>- [REDACTED]</li><li>- [REDACTED]</li></ul>
Event Analysis - Event Leads Support	<ul style="list-style-type: none"><li>- [REDACTED]</li><li>- [REDACTED]</li></ul>
<b>Legal Support</b>	
Request for Production ("RFP")	<ul style="list-style-type: none"><li>- [REDACTED]</li><li>- [REDACTED]</li><li>- [REDACTED]</li><li>- [REDACTED]</li><li>- [REDACTED]</li><li>- [REDACTED]</li><li>- [REDACTED]</li></ul>
Law PMO	<ul style="list-style-type: none"><li>- [REDACTED]</li><li>- [REDACTED]</li><li>- [REDACTED]</li></ul>
Budget tracking and forecasting	<ul style="list-style-type: none"><li>- [REDACTED]</li><li>- [REDACTED]</li></ul>
Legal hold	<ul style="list-style-type: none"><li>- [REDACTED]</li><li>- [REDACTED]</li></ul>





	- [REDACTED]
eDiscovery PMO support	- [REDACTED] [REDACTED] [REDACTED]
Outside Counsel coordination	[REDACTED]
Data collection	[REDACTED] [REDACTED]

The Services do not include the provision of legal advice, and PwC makes no representations regarding questions of legal interpretation. Client should consult with its attorneys with respect to any legal matters or items that require legal interpretation under federal, state, or any other type of law or regulation. Changes in the law and/or its interpretation may take place before PwC's advice is acted upon or may be retrospective in effect; PwC accepts no responsibility for changes in the law or its interpretation that may occur after the provision of the Services.

Contractor shall provide experienced resources, including a dedicated engagement partner, engagement directors and additional experienced resources. A resource plan is attached (**Attachment 1-A**) and incorporated in this Scope of Work. In the event that scope materially changes, Contractor and PG&E agree to work in good faith to agree on and execute a change order prior to additional fees being incurred.

Contractor's work will be performed at the direction and under the supervision of PG&E's internal Legal Department.

## 2. Deliverables

Contractor expects to provide PG&E with certain non-Contractor branded summaries, schedules and analyses under this CWA ("Deliverables"). All Deliverables shall be prepared in conjunction with PG&E and will be intended to be treated solely as PG&E's own property as set forth in the MSA. PG&E will review such Deliverables, revise them as deemed appropriate, and approve them prior to PG&E's use.

## 3. Anticipated Timeframe

The period of performance for this work is October 1, 2019 through December 31, 2019.

Actual weekly Contractor resources may change in response to PG&E requests. Contractor will notify PG&E in advance if staffing under this CWA will exceed budgeted resource levels, which will require execution of a change order to this CWA.

## 4. Work Location(s)

This project will be conducted primarily out of PG&E's Corporate Headquarters in San Francisco, CA.

## 5. Key Assumptions

- To be successful, this project must be conducted with PG&E's active participation. Contractor understands that PG&E will be responsible for providing:
  - An Executive Sponsor



- Dedicated PG&E internal (or contracted) resources to coordinate and lead the specific response activities required from each PG&E response team (e.g., Electric Operations, Law, and Finance); Contractor's work is dependent on these PG&E resources to provide information, status updates, and other support needed as part of the response activities.
- Internal resources to work with Contractor's Team to gain knowledge necessary for this project
- Timely access to PG&E subject matter experts and other personnel as needed.
- Operations workstream:
  - PG&E will be responsible for records collection, including providing data in a format that can be digitized for analysis.
- Program Support workstream:
  - PG&E will be responsible for managing and executing individual response workstreams not included in this Scope of Work (e.g. Data Response Unit, Finance, Customer Care, Regulatory, and Communications).
- Contractor shall provide an estimated 10 experienced full-time equivalent ("FTE") resources, consisting of a mix of full-time and part-time resources, supported by subject matter specialists as needed, to support this scope of work.
- Contractor will continue to submit invoices directly to the Law Department for processing, instead of through a third-party vendor.

## 6. Other Terms

- PG&E shall indemnify and hold Contractor harmless from and against any and all third party claims, losses, liability and damages arising from or relating to the Service or Deliverables under this CWA, except to the extent finally determined to have resulted from Contractor's gross negligence or intentional misconduct relating to such Services and/or Deliverables.
- Contractor understands that PG&E seeks to have the attorney work product doctrine, attorney-client, or other privilege apply to some or all of the Services and Deliverables. PG&E and its Law Department are solely responsible for determining whether or not the attorney work product, attorney-client, or other privilege may apply and also solely responsible for managing the establishment and maintenance of any such privilege or protection. Contractor makes no representation as to whether the attorney work product or doctrine or attorney-client privilege will apply, as the applicability of the doctrine and privilege are legal questions. However, Contractor agreed to assist PG&E and its Law Department in preserving the confidentiality of the information received or provided in connection with the Services contemplated herein in a manner consistent with preserving an attorney-client privilege.
- PG&E will be solely responsible for any and all communications required with PG&E's federal and state regulators and/or independent monitor(s) relating to these Services and Deliverables. Contractor is not being engaged to interact or meet with third parties, including but not limited to PG&E's regulators and/or independent monitor(s).



- If Contractor is requested or authorized by PG&E or required by government regulation, regulatory agency, subpoena, or other legal process to produce Contractor's Deliverables, working papers or personnel for testimony or interview with respect to Services Contractor performed for PG&E, PG&E will reimburse Contractor for Contractor's and its counsels' expenses and professional time incurred in responding to such a request.
- PG&E agrees that Contractor can request reimbursement for expenses up to 12% of professional fees.





**Attachment 1-A  
Resource Sheet**

Name	Workstream	Role	10-01	10-07	10-14	10-21	10-28	11-04	11-11	11-18	11-25	12-02	12-09	12-16	12-23	12-31
Todd Jirovec	DRU	Engagement Lead													PT Holiday	
Meera Banerjee	Legal	Engagement Lead													PT Holiday	
Billy Raley	DRU	Event Analysis SME													PT Holiday	
Kristin Cheek	Legal	Team Lead														
Cyrus Mohamadi	DRU	Team Lead														PT Holiday
Jessica Burton	DRU	Case Manager Support														
Yurika Yoneda	DRU	Case Manager Support														
Tyler Guthrie	DRU	DRI Butte DA Support														PT Holiday
SA - TBD	DRU	Oil Support														PT Holiday
Amol Deshpande	Legal	Law PMO Lead (part-time)														PT Holiday
Rachel Ehsan	Legal	Law PMO support (part-time)														PT Holiday
Joseph Michalek	Legal	Law PMO support														PT Holiday
AnnMarie Hassan	Legal	Law PMO support														PT Holiday
Ali Suleman	Legal	Facilitation Support														PT Holiday
Emily Gray	DRU	Facilitation Support														PT Holiday
Ryan McLean	Legal	Facilitation Support														PT Holiday

Contractor resources will consist of a mix of full-time and part-time resources, supported by subject matter specialists as needed, to perform the activities described in this CWA.